

**JUSTIFICATION AND APPROVAL
FOR USE OF OTHER THAN FULL AND OPEN COMPETITION**

1. Contracting Activity.

NAVSUP Fleet Logistics Center Bahrain
P.O. Box 116
Juffair, Bahrain

2. Description of the Action Being Approved.

Negotiate and award of a firm fixed price contract on a sole-source basis for the structural repair of the USS SQUALL (PC-7) under FAR 6.302-1 (Only one responsible source and no other supplies or services will satisfy agency requirements). The supplies or services required under this requisition are available from only one responsible source, and no other type of supplies or services will satisfy the Government's need.

3. Description of Supplies/Services.

The contractor is required to accomplish repairs to numerous structural defects that the ship sustained during the heavy-lift transient from Continental United State (CONUS) to Bahrain. The defects were identified during the ship's activation and were located all throughout the ship. This requirement requires intensive labor and procurement of extra materials. The estimated value is [REDACTED]. Funds were provided under funding document [REDACTED] which was accepted in Funding Document Management (FDM) on [REDACTED] April 2013.

4. Statutory Authority Permitting Other Than Full and Open Competition.

10 U.S.C. 2304(c) (1), Only one responsible source.

5. Rationale Justifying Use of Cited Statutory Authority.

The USS SQUALL is a home-ported patrol craft (PC) assigned to the US Navy Fifth Fleet area of responsibility (AOR). This patrol craft is vitally important in supporting the Fifth Fleet's mission in conducting maritime interception operations covering the busiest 152 acres of the Persian Gulf.

On [REDACTED] was awarded to The Bahrain Ship Repairing and Engineering Company (BASREC) to accomplish repairs under a Dry Dock Phased Maintenance Availability (DPMA) of the USS SQUALL. While dry-docked at BASREC's facility, Naval Surface Warfare Center, Combatant Craft Division (NSWCCD) inspected the USS SQUALL for out of tolerance defections and to verify the structural material condition of the ship. NSWCCD identified a number of structural defects. Seven (7) work items under Job Order N49400 [REDACTED] were found affected by the identified structural defects. In addition to these 7 affected work items, NSWCCD identified an additional sixty-seven (67) other areas of the vessel, for a total of seventy-four (74) areas that were found to be out of structural tolerance and in need of structural repair. NSWCCD's inspection is documented in their Departure from Specification (DFS) report, which in summary states that the USS SQUALL is not seaworthy in its current state.

[REDACTED]

Therefore, this current requirement is to accomplish the structural repair on the USS SQUALL. On [REDACTED], the NAVSUP FLCSI Bahrain Contracting Office received a complete package which included the independent Government estimate (IGE) of [REDACTED], scope of work (SOW), Combat Craft Division (CCD) Out of Tolerance Structural Defection Report, funding document and its acceptance, and sole source justification. The requiring activity, Forward Deployed Regional Maintenance Center (FDRMC) Detachment (Det.) Bahrain requested that the structural repair be awarded via sole source to BASREC no later than [REDACTED].

As required under Job Order N49400-[REDACTED], BASREC has already removed major interferences in the way of the underwater hull, side plating and transmission. The ship's current condition at BASREC's facility enable full access on the structural defects as stated in NSWCCD report, thereby allowing the structural repairs to be performed immediately.

Competing this requirement will require a contractual review period, posting time of at least thirty (30) days, plus time to evaluate proposals, additional reviews of the award recommendation, and finally award the contract. This approach will result in unacceptable delay and the completion date of the USS SQUALL's DPMA will be impossible to meet. Delay in repairing the USS SQUALL's structural defects will also delay in the completion of the current DPMA. As noted above, 7 work items under Job Order N49400-[REDACTED] were found in need of structural repair, which makes accomplishing the parent work items impossible unless the structural repairs are completed.

In addition, it is unreasonable to expect one shipyard to allow another full access to each other's facility, equipment, machinery, tools, and man power. BASREC has already accomplished the refit and removal of interferences. Should another shipyard perform the structural repairs, BASREC would then have to reinstall the interferences that were removed, refit, and then undock the vessel in preparation for the other shipyard to take over. The new shipyard must then dry-dock the ship at their facility, remove the interferences (again), perform the structural repair under this procurement and then refit all interferences (again), before undocking the ship and returning it to BASREC in order for them (BASREC) to finish the remaining repairs under awarded DPMA Job Order N49400-[REDACTED]. This process is time consuming, very expensive, impractical, and in addition would render BASREC's warranty on the work that they have already performed invalid.

Based on the above, BASREC is the only company that can perform the work without unacceptable delays that would impact mission readiness.

6. Description of Efforts Made to Solicit Offers from as Many Offerors as Practicable.

There have been no efforts made to solicit offers from any other source at this time.

7. Determination of Fair and Reasonable Cost.

The Contracting Officer has determined that the anticipated cost to the government, based on this office's extensive knowledge and experience with BASREC's pricing on numerous ship repair requirements of varying degrees of scope and complexity, will be fair and reasonable.

8. Actions to Remove Barriers to Future Competition.

For the reasons set forth in Paragraph 5, NAVSUP has no plans at this time to restrict future contacts for the types of supplies/services covered by this document. FDRMC Detachment Bahrain already identified all upcoming Patrol Craft (PC) Class Ships that have an active Departure From Specification (DFS) for structural repairs and repairs of these vessels will be part of their respective work package. These packages will be competed by the contracting office.

CERTIFICATIONS AND APPROVAL TECHNICAL/REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this Justification and its supporting acquisition planning documents, except as noted herein, are complete and accurate to the best of my knowledge and belief.

Technical Cognizance:

Signature Name (Printed) Phone No. Date

Requirements Cognizance:

Signature Name (Printed) Phone No. Date

(If a single individual has cognizance over both technical and requirements information included in the J&A/LSJ, use of only one signature line is encouraged ["Technical Cognizance:" and Requirements Cognizance:" may also be deleted]).

LEGAL SUFFICIENCY REVIEW

I have determined this Justification is legally sufficient.

Signature Name (Printed) Phone No. Date

CONTRACTING OFFICER CERTIFICATION

I certify that this Justification is accurate and complete to the best of my knowledge and belief. To the extent that the J&A/LSJ value is between \$150K and \$650K, the Contracting Officer's signature below also represents approval of the J&A/LSJ.

Signature Name (Printed) Phone No. Date

CONTRACTING ACTIVITY COMPETITION ADVOCATE REVIEW

To the extent that the J&A/LSJ value is between \$650K and \$12.5M, the Competition Advocate's signature below also represents approval of the J&A/LSJ.

Signature Name (Printed) Phone No. Date